



# Service Proposal

## Bailey's Lawn and Landscape

**Client Name:** Town of Townsend  
**Project Name:** 0 Edgar Rd.- Landscape Maintenance 2022  
**Jobsite Address:** 0 Edgar Rd. Townsend, DE 19734  
**Billing Address:** 141 Main St. PO Box 223 Townsend, DE 19734  
**Estimate ID:** EST1620566  
**Date:** Mar 04, 2022

Please check the 'Approved' box beside all services you wish included in your seasonal service package.

Approved?	Service Description	Billed As	Price
<input type="checkbox"/>	<b>Mulch Installation -2</b>	Per Season	<b>\$24,650.00</b>

**Plant Beds:** A pre-emergent herbicide will be applied to applicable beds to control weeds. Premium mulch will be added to all beds not to exceed a 2.5" layer.

**Plant Care:** Our skilled professionals will inspect all plants for signs of disease and insects and make any appropriate recommendations

**Debris:** Sweep and/or blow off hard surfaces upon completion of work. All associated landscape debris will be removed from the site.

### Inclusions and Exclusions:

- No trees or shrubs will be removed as part of this contract.
- Playground mulch will be applied at 6" Depth

- ☒ The total price of all seasonal services is \$24,650.00 or 1 payments of \$24,650.00 per payment plus applicable taxes.

*Note that payments include only services marked as billed per season. Any services marked as per visit, per hour/unit, or unassigned are extra, and not included in this payment breakdown.*

**PAYMENTS AND DISBURSEMENTS:** All payments are due and payable as specified in the Proposal/ Contract. Bailey's Lawn and Landscape, LLC. hereafter "Contractor" Overdue payments will bear a 1.5% charge per month. Failure by Customer to pay any invoice within thirty (30) days after payment is due per contract shall constitute a material breach of contract. All legal action taken will be brought to a mediator of Contractors choosing. The legal costs of Contractor will be paid in full by breaching customer in the event that Contractor is awarded restitution or when the breaching customer is not awarded restitution but he/she is the party bringing suit.

**LABOR AND MATERIAL:** Contractor agrees to furnish the materials for the project and complete the work to be done in a workman like manner. All materials furnished under this agreement shall be construction grade and meet industry standards. All substitutions shall be

Contractor Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

consistent in quality and character to the selection previously specified. It is understood that when matching existing conditions. Contractor will provide materials so as to match as closely as possible to the existing materials. However, Contractor does not guarantee materials will match existing conditions.

**ADDITIONAL MATERIAL:** Contractor shall promptly notify Customer of any additional requirements necessary to facilitate the project's completion. **Any additional work required or ordered by Customer (or any regulatory agency having jurisdiction over the project) shall be set forth in a signed change order, and the agreed price shall become due and payable as agreed upon between Contractor and Customer.** Contractor, his/her employees, subcontractors and agents are unauthorized to perform additional work or to enter into any agreement to perform additional work unless agreed to in writing by Customer and Contractor, through a properly executed order, which shall replace the initial agreement.

**PROPERTY RIGHTS AND RESTRICTIONS:** Customer vagues that he/she owns the property, herein as "property address" or has the authority to order, pay and sign for work. Customer shall locate and point out the boundry lines of the property to the Contractor. Customer shall be solely responsible for the accuracy of markers and boundry lines indicated to the Contractor.

**ACCESS AND FACILITIES:** Customer agrees to provide free access to work areas for workers and worker/company vehicles, and to provide areas to store materials and debris. **Contractor shall not be held liable for minor damage to curb, driveways, walks or patios unless by the gross negligence of the Contracotr or agents.**

**START, DELAY, AND COMPLETION OF WORK:** Contractor agrees to commence work and to continue work in a timely fashion so as to insure the projects consistent development and ultimate completion. Contractor shall not be held responsible for project delays caused by acts of God, vandalism, acts of Customer, inclement weather, material shortages, or any other actions or causes beyond the Contractor's control.

**CANCELLATION CLAUSE:** It is the option of the customer to terminate the contract in the event of Contractor's failure to complete work. If the Contractor shall refuse to or fail to perform the work with such diligence and forces specified in this contract, or shall fail to complete said work in a timely manner, or if Contractor does not perform the work in a professional manner according to Green Industry Standards, Customer reserves the right to give written notice to the Contractor of its intention to terminate the contract unless said violations of the specifications are corrected within (10) working days after serving of said notice. In the event of termination, payment in full for all services performed to date by the terminated Contractor shall be made immediately at the time of termination. Option of Contractor to terminate contract in the event of Customers failure to make timely payments as specified or abide by all terms and conditions as outlined by this Agreement. Contractor's option to terminate will be immediate and communicated in writing. Contractor does not waive his right to payment for any and all work completed in the case of cancellation of the contract by either party, nor does Contractor waive his right to seek legal action for payment for all work completed.

**DAMAGE AND INSURANCE:** Contractor agrees to carry worker's compensation and business liability insurance to insure the customer against damages defects caused by Contractor, his employees, or any agents acting in his behalf. A valid insurance certificate will be furnished upon request.

**LIMITED WARRANTY:** Contractor guarantees all plant material and work, subject to the following conditions:

- Contractor warrants all materials (except perennials and annuals) for a period of one year from the date of completion of work, unless otherwise stated. This limited standard warranty extends only to Customer and is not transferable
- Contractor will provide replacements as stated above on a one-time bases only at the request of the Customer, at no charge to the customer. However, Contractor is not liable under this limited standard warranty for actual or consequential damages resulting from "acts of God", excessive weather conditions (extreme cold/drought, etc.) abuse, vandalism, herbivorous animals, insect damage or disease, plants supplied by the Customer and installed by Contractor, pre-existing plants relocated by Contractor, plants installed by Contractor and relocated by Customer or any other factors beyond the control of the Contractor.
- Perennials and annual planting are warrantied for 30 days after the job completion.
- Any warranties given by manufacturers pertaining to materials used by Contractor in with the project will be passed through and insure to the benefit of the Customer.
- There are no warranties either expressed or implied beyond the description within this section.
- Warranties will not be honored or in effect unless Contractor has been paid in full for said amount of contract.
- Contractor also guarantees all parts and workmanship of its installed irrigaiton systems and outdoor lighting for ninety (90) days from installation completion. An extended warranty is available with the purchase of an irrigation and lighting maintenance plan.
- Under no circumstances will Contractor refund money in lieu of our warranty(ies)

Estimate authorized by: \_\_\_\_\_

Estimate approved by: \_\_\_\_\_

Contractor Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_

Company Representative

Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

*\*Prices shown do not include tax. Applicable taxes will be added to invoice(s).*

Contractor Initials: \_\_\_\_\_ Customer Initials: \_\_\_\_\_